

JANUARY 22, 2008

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

08 C 443

AMERICAN SERVICE INSURANCE)
COMPANY, an Illinois insurance company,)
)
Plaintiff,)
)
v.)
)
NAFTA GENERAL AGENCY, a Texas,)
Corporation, UNDERWRITERS MGA, Inc.,)
a Texas corporation, and RAMON VILLARREAL,)
an individual,)
)
Defendants.)

Case No.

**JUDGE COAR
MAGISTRATE JUDGE KEYS**

PROPOSED TEMPORARY RESTRAINING ORDER

This Matter coming to be heard pursuant to the Motion for a Temporary Restraining Order of the Plaintiff, American Service Insurance Company pursuant to Rule 65 of the Federal Rules of Civil Procedure, all parties having been notified and having been given the opportunity to be heard, the Court having been apprised of the premises, the Court having read Plaintiff's Motion for a Temporary Restraining Order, having reviewed the caselaw and authority cited therein and having heard argument of counsel,

The Court Finds:

1. The Court has jurisdiction over the subject matter and parties involved in this action;
2. The Plaintiff is likely to succeed on the merits of its declaratory judgment, breach of contract, breach of fiduciary duty and conversion claims;

3. The Plaintiff is suffering an imminent threat of irreparable harm to its good will and its reputation from the Defendants' ongoing sales and marketing of insurance, and Defendants' withholding of policies and materials bearing the Plaintiff's name as well as the imminent threat that the Defendants will dissipate Plaintiff's assets;

4. There is not an adequate remedy at law because a legal remedy will not prevent the Defendants from continuing to hold themselves out as representing the Plaintiff in selling and serving insurance policies or from instituting new legal actions addressing the parties' Plaintiff's termination of the Agreement;

5. The balancing of harms favors the Plaintiff since the Plaintiff faces an imminent threat of serious injury while the Defendants are not entitled to protection for their unauthorized conduct; and

6. There is a public interest in preventing the Defendants from disseminating unauthorized insurance policies and documents.

IT IS THEREFORE HEREBY ADJUDGED, ORDERED AND DECREED AS FOLLOWS:

1. The Defendants, NAFTA General Agency, Underwriters MGA, Inc., and Ramon Villareal, and any of their officers, agents, servants, employees, attorneys, or any person or entity acting in concert with or participating with any of the foregoing are hereby immediately enjoined, restrained and prohibited from soliciting, selling or renewing any American Service Insurance Company insurance policies, or directly or indirectly holding themselves out as representatives or authorized agents for American Service Insurance Company.

2. The Defendants, NAFTA General Agency, Underwriters MGA, Inc., and Ramon Villareal and any of their officers, agents, servants, employees, attorneys, or any person or entity

acting in concert with or participating with any of the foregoing are hereby immediately enjoined, restrained and prohibited from filing or instituting any new legal proceedings or action in any court or other forum concerning the parties' rights and remedies stemming from the Program Manager Agreement entered into between and among American Service Insurance Company and NAFTA General Agency, Underwriters MGA, Inc. and Ramon Villarreal;

3. The Defendants, NAFTA General Agency, Underwriters MGA, Inc., and Ramon Villarreal, and any of their officers, agents, servants, employees, attorneys, or any person or entity acting in concert with or participating with any of the foregoing are hereby ordered to immediately deliver to the Plaintiff any records pertaining to business or transactions conducted under the Program Manager Agreement entered into between and among American Service Insurance Company and NAFTA General Agency, Underwriters MGA, Inc. and Ramon Villarreal, any business or transactions conducted as an actual or purported representative or agent of American Service Insurance Company, or which otherwise pertain to any American Service Insurance policy.

4. The Defendants, NAFTA General Agency, Underwriters MGA, Inc., and Ramon Villarreal, and any of their officers, agents, servants, employees, attorneys, or any person or entity acting in concert with or participating with any of the foregoing are hereby ordered to immediately transfer to the Plaintiff any and all monies obtained from the sale of American Service Insurance Company policies to the present that have not previously been forwarded to the Plaintiff, which monies are American Service Insurance Company property.

Dated: _____

ENTER:

United States District Court Judge

Patrick M. Hincks
Desmond Patrick Curran
Matthew P. Barrette
Sullivan Hincks & Conway
120 W. 22nd Street, Suite 100
Oak Brook, IL 60523